



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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First District

Yvonne Brathwaite Burke
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Michael D. Antonovich
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January 6, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF STANDARD AGREEMENT NO. EMS-4046 WITH THE STATE
EMERGENCY MEDICAL SERVICES AUTHORITY TO FUND THE REGIONAL
DISASTER MEDICAL HEALTH COORDINATION PROGRAM**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Standard Agreement No. EMS-4046 (Exhibit I), retroactive to July 1, 2004 through June 30, 2005, with the State Emergency Medical Services Authority, to accept grant funds in the amount of \$119,334, with County in-kind match in the amount of \$48,793, to fund the Regional Disaster Medical Health Coordination Program.
2. Approve and authorize the Director of Health Services, or his designee, to execute the certification of compliance with the State's non-discrimination and drug-free workplace requirements, and all other necessary documents in connection with the Standard Agreement, upon review and approval by County Counsel.
3. Authorize the continued employment of a permanent full-time, grant-funded Senior Disaster Services Analyst who serves as the Regional Disaster Medical Health Specialist under the direction of the Regional Disaster Medical Health Coordinator and authorize the Director of Health Services, or his designee, to recruit and hire a replacement analyst, if necessary.
4. Delegate authority to the Director of Health Services, or his designee, to sign amendments to Standard Agreement EMS-4046 with the State Emergency Medical Services Authority for Fiscal Year 2004-05, upon review and approval by County Counsel and the Chief Administrative Office, to accept additional grant funds of up to 25 percent of the base amount of the Standard Agreement, on substantially similar terms, and to notify the Board offices of any such amendments.

5. Delegate authority to the Director of Health Services, or his designee, to sign any forthcoming Standard Agreement with the State Emergency Medical Services Authority for the period of July 1, 2005 through June 30, 2006, and for subsequent fiscal years through June 30, 2009, with substantially similar terms, grant funding amounts, and County in-kind match to the Fiscal Year 2004-05 Standard Agreement, upon review and approval by County Counsel and the Chief Administrative Office, to continue the Regional Disaster Medical Health Coordinator Program, and to notify the Board offices of any such agreement.
6. Delegate authority to the Director of Health Services, or his designee, to execute the certification of compliance with the State's non-discrimination and drug-free workplace requirements and all other necessary documents in connection with any forthcoming Standard Agreement with the State Emergency Medical Services Authority to fund the Regional Disaster Medical Health Coordination Program, on substantially similar terms as the preceding certification for the Fiscal Year 2004-05 Standard Agreement, upon review and approval by County Counsel.
7. Delegate authority to the Director of Health Services, or his designee, to sign any amendments to the Fiscal Year 2005-06 Standard Agreement and for subsequent fiscal years, through June 30, 2009, with the State Emergency Medical Services Authority, upon review and approval by County Counsel, to accept additional grant funds of up to 25 percent of the base amount of the Standard Agreement on substantially similar terms of the Standard Agreement, for the applicable agreement period, and to notify the Board offices of any such amendments.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Approval of the recommended actions will provide funding to enable Los Angeles County, through the Department of Health Services (County DHS) Emergency Medical Services (EMS) Agency, to continue serving as the Regional Disaster Medical Health Coordinator for the Governor's Office of Emergency Services (OES) Region 1, consisting of Los Angeles, Orange, Ventura, Santa Barbara, and San Luis Obispo counties. The funding will allow the County to coordinate the intra-regional medical and health disaster mutual aid response in the event of a major emergency or disaster within OES Region 1.

FISCAL IMPACT/FINANCING:

Previous funding for the Regional Disaster Medical Health Coordination (RDMHC) Program was obtained through Prevention Block 2000 Grants. Those Federal and State funds expired on June 30, 2000. On July 1, 2001, funding was secured for the RDMHC Program through the use of State general funds. Funding for this Agreement is provided jointly by the California Department of Health Services and State Emergency Medical Services Authority (EMSA) utilizing State general funds in the form of annual renewal contracts.

The total cost of providing OES Region 1 medical and health disaster coordination from July 1, 2004 through June 30, 2005, as set forth in the Standard Agreement budget, is \$168,127, comprised of \$119,334 of State EMSA grant funds and County in-kind services valued at \$48,793. The County in-kind match consists of existing personnel, space, and equipment costs. Funding for the County in-kind match is included in the County EMS Agency's Fiscal Year (FY) 2004-05 Board Adopted Budget. County DHS anticipates receiving continued grant

funding from the State EMSA in an approximately equivalent amount for FY 2005-06 and for future fiscal years through subsequent Standard Agreements with the State on substantially similar terms, funding and required County in-kind match.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The OES has divided California into six regional mutual aid areas for the purposes of coordinating the State's planning and response to major emergencies and disasters. Los Angeles County's EMS Agency serves as the coordinator of the RDMHC Program for OES Region 1, and together with the California Department of Health Services, the State EMSA, and County DHS, assists in the ongoing coordination of a regional medical and health disaster plan which is to be activated in response to a medical or health disaster resulting from a local or State proclamation of an emergency.

Since 1995, the County EMS Agency has received funds from the State through several RDMHC Standard Agreements to plan and coordinate the requests for medical and health mutual aid resulting from a local or State proclamation of emergency. These funds have been used to directly offset salary and benefits, and other costs associated with providing a Senior Disaster Services Analyst who serves as administrative support to the OES Region 1 RDMHC program under the supervision of the County EMS Agency Director.

On April 29, 2003, the Board approved a Standard Agreement from the State EMSA for FY 2002-03, and delegated authority to the Director of Health Services, or his designee, to enter into a Standard Agreement for FY 2003-04. County DHS received Standard Agreement No. EMS-4046 for FY 2004-05 from the State during August 2004.

County DHS is seeking delegated authority to execute the anticipated and forthcoming Standard Agreements, and related documents and amendments from the State for the subsequent three fiscal years upon substantially similar terms to continue to accept funding for the RDMHC Program.

County Counsel has approved the Standard Agreement (Exhibit I) as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

The recommended Standard Agreement is between the State EMSA and the County. The contracting opportunity was offered to the County.

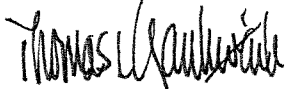
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended Standard Agreement will provide funding to enable Los Angeles County to continue participation in the RDMHC Program for OES Mutual Aid Region 1 and coordinate the intra-regional medical and health disaster mutual aid response in the event of an emergency or disaster.

The Honorable Board of Supervisors
January 6, 2005
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pps

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETC3608.PPS

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

The Standard Agreement with the State Emergency Medical Services Agency will provide funding to enable Los Angeles County to continue serving as the Regional Disaster Medical Health Coordinator for the State Office of Emergency Services Region 1 (including Los Angeles, Orange, Ventura, Santa Barbara, and San Luis Obispo counties). The funding will allow the County to coordinate the intra-regional medical and health disaster mutual aid response in the event of an emergency or disaster within the region.

2. AGENCY ADDRESS AND CONTACT PERSON:

State Emergency Medical Services Authority
1930 9th Street
Sacramento, California 95814-7043
Attention: Carol MacRae, Contracts Manager
Telephone: (916) 332-4336, Extension 422

3. TERM OF AGREEMENT:

Standard Agreement is effective retroactively from July 1, 2004 through June 30, 2005.

4. FINANCIAL INFORMATION:

State EMSA Funds:	\$119,334
County In-Kind Match:	<u>\$ 48,793</u>

Total Project Cost:	\$168,127
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5. GEOGRAPHIC AREA SERVED:

Countywide.

6. APPROVALS:

Clinical and Medical Affairs:	Thomas L. Garthwaite, M.D., Director and Chief Medical Officer
Local EMS Agency:	Carol (Gunter) Meyer, Director
Contract Administration:	Irene E. Riley, Director
County Counsel (approval as to use):	Edward A. Morrissey, Deputy County Counsel

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV.5-91)

CONTRACT NUMBER	AM. NO.	REGISTRATION NUMBER
EMS-4046		4120070441820
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NUMBER		

THIS AGREEMENT, made and entered into this 1st day of July, 2004,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Interim Director	Emergency Medical Services Authority
hereafter called the State, and	
County of Los Angeles	
hereafter called the Contractor.	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

- STATEMENT OF WORK.** The Contractor will complete the objectives identified in Attachment A.
- TERMS OF AGREEMENT.** The period of this Agreement will be from July 1, 2004 through June 30, 2005.
- CONTRACT AMOUNT.** The total amount payable by the State to the Contractor will not exceed \$119,334.00.
- BUDGET.** The attachment entitled "Budget" (Attachment B), is made a part of this Agreement by this reference.

CONTINUED ON 27 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)			
Emergency Medical Services Authority	County of Los Angeles			
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING	PRINTED NAME OF PERSON SIGNING			
Richard E. Watson	Carol Meyer, Director, EMS			
TITLE	ADDRESS			
Interim Director	5555 Ferguson Drive, Suite 220 Commerce, CA 90022			

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE	Department of General Services Use Only	
\$ 119,334.00	10	General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE)			
\$ -0-	Grants to Local Agencies			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE	FISCAL YEAR
\$ 119,334.00	4120-101-0001	208	2004	04/05
OBJECT OF EXPENDITURE (CODE AND TITLE)				
5001-702-46195				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE		

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐ OTHER

5. The **CONTRACT MANAGER** for the State EMS Authority is **Carol MacRae**. Any questions regarding the contract, including, but not limited to: Budget Revisions, Invoices, Contract Advance Payments, Reports, etc. may be directed to her attention.
6. **INDEPENDENT CONTRACTOR.** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
7. **INDEMNIFICATION.** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
8. **BUDGET REVISIONS.** The Contractor may make minor adjustments in the budget without prior authorization, however, the amount of total adjustments cannot exceed \$2,000 for the period of the contract and the total budget authorized cannot be exceeded.

If the contractor wishes to make a budget revision which exceeds \$2,000, the Contractor must submit a written request with an explanation of the need and a revised budget summary and a budget detail/narrative which specifically identifies the line item(s) to be reduced in order to increase the excess line item(s). The State must approve such revisions in writing prior to their implementation. In no event will the budget total authorized as specified in this Agreement be exceeded.
9. **REIMBURSEMENT.** In consideration of duties performed in a manner acceptable to the State, the State will reimburse the Contractor, upon submission of an invoice, in the format required by the EMS Authority. Such requests will be for actual expenditures in accordance with the budget (as shown in Attachment B) to:

State EMS Authority
1930 9th Street
Sacramento, CA 95814
Attention: Carol MacRae

Final Invoices must be submitted no later than sixty (60) days after the end date of the contract.

10. **ADVANCE PAYMENT.** The State may pay up to twenty-five percent (25%) of this contract in advance, upon request of the Contractor. Any local EMS agency that requests the advance will be required to certify that the local EMS agency does not have the funds to proceed with the contract without the advance. Any local EMS agency receiving an advance will be required to submit claims on a quarterly or monthly basis and be required to list all items for which the 25% advance is expended.
11. **AVAILABILITY of FUNDS.** This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the State Fiscal Year 2004/05 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

12. **CONTRACT AMENDMENTS.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All requests for amendments to the contract must be received by the EMS Authority at least thirty (30) days prior to the effective date of the change. The EMS Authority must approve such revisions in writing prior to their implementation. **No amendments may be made after the contract termination date.**
13. **CERTIFICATION CLAUSES.** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
14. **NON-DISCRIMINATION CLAUSE.** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations,

are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in **all subcontracts** to perform work under the Agreement.

15. **RECYCLING CERTIFICATION.** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
16. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
17. **APPROVAL.** This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
18. **TRAVEL.** For any travel outside the State of California for which the Contractor seeks reimbursement under this Agreement, the Contractor must submit a written justification to the EMS Authority at least 30 days prior to the date that the travel will commence and obtain prior approval. Such travel shall be reimbursed at rates set in accordance with **State Department of Personnel Administration.**
19. **EQUIPMENT.** All Equipment purchased with funds received through this contract will become the property of the State of California. The contractor will maintain an inventory record for each piece of non expendable equipment purchased with funds through this contract. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment.
20. **DISPUTES.** Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, issued in writing, shall be conclusive and binding on both

parties to the contract on all questions of fact considered and determined by the Director of the EMS Authority.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

21. **EMSA 115.** The Contractor agrees to abide by all policies and procedures as stated in the document titled, *"EMSA Policy for Funding Regional Disaster Medical Health Specialist (RDMHS) With State General Funds"* dated June 2001.
22. **COPYRIGHT.** The Contractor or subcontractors shall not be authorized to copyright any documents related to this Agreement without written approval of the Director of the EMS Authority.
23. **PUBLICATION RIGHTS.** Publication rights to any documents produced as a result of this Agreement are reserved to the EMS Authority.
24. **JOINT PROPERTY RIGHTS.** All materials and information collected or prepared under this agreement shall become the joint property of the EMS Authority and the Contractor. The EMS Authority shall have access to information collected as a result of this Agreement.
25. **TERMINATION FOR CAUSE.** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. This Agreement may be canceled at any time by either party, by giving thirty (30) days written notice to the other party.
26. **ASSIGNMENT.** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a written amendment.
27. **TIMELINESS.** Time is of the essence of this Agreement.
28. **PUBLIC MEETINGS REQUIREMENTS.** The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public. Meetings which deal with legal or personnel matters shall be exempt. Notice of each public meeting shall be in accordance with Government Code Sections 54950 through 54963.

29. **REPORTS.** Quarterly Progress Reports, Expenditure Claims and a Final Report must all be submitted on a timely basis.

- a. **QUARTERLY PROGRESS REPORTS:** The contractor agrees to submit three quarterly progress reports to the State within fifteen (15) days following the end of the first three quarters of the State fiscal year. Failure to submit Quarterly Progress Reports on time may delay payment of claims for reimbursement. Quarterly progress reports will describe the status of each objective and activity/task listed in the Contract. Status information will include at a minimum the following:

What work was done under each activity/task.

What product was produced for the specific activity/task.

How was the activity/task evaluated? Were there any problems encountered in carrying out the activity/task? If so, what steps were taken to overcome the problem(s)?

What was the completion date or the expected completed date of the activity/task?

How will any delay encountered affect the total project time schedule.

- b. **FINAL REPORT.** A Final Report is due no later than **sixty (60) days** following the termination date of this Agreement. The sixty (60) day grace period for the Final Project Report DOES NOT constitute authorization for reimbursement of costs for work performed after the termination date of the contract. One original and one copy of the Final Report must be submitted to the EMS Authority. It should consist of a narrative that addresses the project as a whole, unlike the quarterly progress reports which report progress at the task level.

The final report should include, but is not limited to the following:

Objectives: Restate the major objectives of the project as specified in the Contract. This will allow analysis of the report as a separate document and will aid the EMS Authority in defining its use.

Methodology: Describe in detail how the objectives were achieved using the funds provided. The description should specifically address how each identified objective was accomplished.

Problems: Describe any problems that were encountered during the funding period. If known, specify alternate methods that would have avoided the problem(s) and increased effectiveness toward achieving objectives.

Further, the Contractor agrees to secure agreement of any subcontractor to submit information to the Contractor necessary to meet the obligations of submitting quarterly reports and a Final report to the State.

30. **UNENFORCEABLE PROVISION.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
31. **DISCLOSURE REQUIREMENTS.** (a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. (b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Government Code Section 1770 (a-b).
32. **TRAINING SEMINARS, MATERIALS.** Any Training Seminars, and materials for such Seminars, must have prior approval by the state EMS Authority.
33. **AUDIT.** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
34. **SUBCONTRACTS.** All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:
 - a. Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
 - b. Specification of the services to be provided.

- c. Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
- d. Subcontractor's agreement to submit reports as required by Contractor.

PRIOR APPROVAL of SUBCONTRACTS. All subcontracts exceeding \$2,500 shall not become effective until it has been approved by the EMS Authority. Subcontract amendments shall be submitted to the EMS Authority for prior approval at least forty-five (45) days before the effective date of any proposed changes. Any such amendment shall become effective unless the EMS Authority expressly disapproves in writing such amendment and written notice thereof is received by Contractor within said 45-day period.

PUBLIC RECORDS. Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

The contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows: at all reasonable times at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated. Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items 34 a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

35. **UNION ACTIVITIES.** For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following: a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract. b) No state funds received under this agreement will be used to assist, promote or deter union organizing. c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the

purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings. d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

36. **ANTITRUST CLAIMS.** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignments shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

37. **CHILD SUPPORT COMPLIANCE ACT.** “For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:
- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

CCC 304

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
5. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year of 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1, 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and

which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be : (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

Los Angeles County EMS Agency (EMS-4046)
Regional Disaster Medical Health Specialist (RDMHS)
Goals & Objectives 2004/05 Fiscal Year

Goals and Objectives

1. Develop and Maintain (including pertinent updates) Medical and Health Disaster Plans, Policies, and Procedures for the Region.

Objective 1.1: Participate with EMSA in the development of a State Template for the Disaster Medical Health Response Plan. To be completed by June 30, 2005.

Objective 1.2: Participate with CDHS in the development of Guidelines/Template for the Regional Annex for Strategic National Stockpile (SNS). To be completed by December 31, 2004.

Objective 1.3: Complete an Annex to the Regional Plan for Strategic National Stockpile (SNS). To be completed by June 30, 2005.

Objective 1.4: Complete an Assessment of each Operational Area on SNS Status using guidelines that are to be provided by the Department of Health Services no later than December 31, 2004. To be completed and submitted by August 15, 2005.

Objective 1.5: Work with the Operational Areas to develop/update their Plans, MOUs, Cooperative Assistance and Mutual Assistance Agreements as needed. Facilitate the use and support of Standardized Emergency Management System (SEMS) at all times.

2. In response to a Disaster, Assess Immediate Medical Needs within the Region.

Objective 2.1: When Disaster occurs in Region, act as the "switchboard" for information to and from the Operational Areas as well as to and from the State.

Objective 2.2: Provide 24/7 availability for Disaster Response, either by the RDMHS or Designee. Advise EMSA Duty Officer when Designee is to fill this role in RDMHS absence.

3. Facilitate the Acquisition and Movement of Medical and Health Resources.

Objective 3.1: Promote the Process for Providing Ambulance Strike Teams (AST) in the Region. Report on Readiness and Availability of Teams to EMSA by June 30, 2005.

Objective 3.2: Participate with DHS and EMSA to plan the Placement of CHEMPACK Caches within the Region. Placement Plans to be completed by October 1, 2004. DHS has ultimate responsibility for these plans.

Los Angeles County EMS Agency (EMS-4046)
Regional Disaster Medical Health Specialist (RDMHS)
Goals & Objectives 2004/05 Fiscal Year

4. Develop and Maintain Plans for Patient Movement and Distribution

Objective 4.1: Participate with CDHS and EMSA in the development of Template for Response to Medically Fragile Population and distribute that Template within the Region. To be completed by June 30, 2005.

Objective 4.2: Assist with the Review of NDMS Patient Reception Plans and/or Federal Coordinating Center (FCC) activation plans where applicable within the Region.

5. Act as Technical Resource to the State and the Operational Areas for the following: Health Surveillance and Information Sharing; Exposure to Hazardous Agents; Mental Health Services by working with CDMH; Provider Stakeholders and Public Information; and Protective Action Recommendations, as well as other Medical/Health initiatives as relating to Disaster Response.

Objective 5.1: Respond to Requests for Information from EMSA, DHS, OES and Operational Areas in timely manner.

6. Promote Training, Exercises, Drills and Evaluations in Preparation for Disaster Response.

Objective 6.1: Conduct one Disaster Response Tabletop in the Region by June 30, 2005.

Objective 6.2: Conduct Quarterly Communication Drills within the Region and report outcomes on Quarterly Reports.

Objective 6.3: Promote Annual Disaster Conference and BootCamp.

Objective 6.4: Promote the Annual Statewide Disaster Exercise. Participate in the Planning and Execution Phases and submit written After Action Report by end of Quarter following the Exercise.

Objective 6.5: Participate with DHS in one SNS Training or Tabletop in the Region within the Fiscal Year.

7. Assist in the Maintenance of Communication and Information for Disaster Planning and Response within the Region.

Objective 7.1: Conduct Quarterly RDMHC/RDMHS Meetings within the Region and communicate outcomes, projects, progress in Quarterly Reports.

Objective 7.2: Participate in RDMHS Meetings and Conference Calls as Scheduled by EMSA and DHS.

Objective 7.3: Act as liaison to EMSA and DHS for Medical/Health needs as requested.

Objective 7.4: List participation at individual meetings/committees on Quarterly Reports. Provide list specifically by category, and provide date, location, and primary topics/objectives.

Los Angeles County EMS Agency
EMS-4046

IMPLEMENTATION TIMETABLE AND MILESTONES

Objective 1: Develop and Maintain (including pertinent updates) Medical and Health Disaster Plans, Policies, and Procedures for the Region.

The scheduled completion date for each objective and component is shown below.

Project Objectives	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL
<p><u>Objective 1.1:</u> Participate with EMSA in the development of a State Template for the Disaster Medical Health Response Plan. To be completed by June 30, 2005.</p> <p><u>Objective 1.2:</u> Participate with CDHS in the development of Guidelines/Template for the Regional Annex for Strategic National Stockpile (SNS). To be completed by December 31, 2004.</p> <p><u>Objective 1.3:</u> Complete an Annex to the Regional Plan for Strategic National Stockpile (SNS). To be completed by June 30, 2005.</p> <p><u>Objective 1.4:</u> Complete an Assessment of each Operational Area on SNS Status using guidelines that are to be provided by the Department of Health Services no later than December 31, 2004. To be completed and submitted by August 15, 2005.</p> <p><u>Objective 1.5:</u> Work with the Operational Areas to develop/update their Plans, MOUs, Cooperative Assistance and Mutual Assistance Agreements as needed. Facilitate the use and support of Standardized Emergency Management System (SEMS) at all times.</p>	State Template for the Disaster Medical Health Response Plan – Completed Annex to the Regional Plan for Strategic National Stockpile (SNS). To be completed by June 30, 2005.						Guidelines/Template for the Regional Annex for Strategic National Stockpile (SNS). To be completed by December 31, 2004. Complete an Assessment of each Operational Area on SNS Status					

IMPLEMENTATION TIMETABLE AND MILESTONES

The scheduled completion date for each objective and component is shown below.

JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL	Project Objectives
Continuous	Continuous	Continuous	Continuous	Continuous	Continuous	Continuous	Continuous	Continuous	Continuous	Continuous	Continuous	<p><u>Objective 2.1:</u> When Disaster occurs in Region, act as the “switchboard” for information to and from the Operational Areas as well as to and from the State.</p> <p><u>Objective 2.2:</u> Provide 24/7 availability for Disaster Response, either by the RDMHS or Designee. Advise EMSA Duty Officer when Designee is to fill this role in RDMHS absence.</p>

Los Angeles County EMS Agency
EMS-4046

IMPLEMENTATION TIMETABLE AND MILESTONES

Objective 3: Facilitate the Acquisition and Movement of Medical and Health Resources.

The scheduled completion date for each objective and component is shown below.

Project Objectives	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL
<p><u>Objective 3.1:</u> Promote the Process for Providing Ambulance Strike Teams (AST) in the Region. Report on Readiness and Availability of Teams to EMSA by June 30, 2005.</p> <p><u>Objective 3.2:</u> Participate with DHS and EMSA to plan the Placement of CHEMPACK Caches within the Region. Placement Plans to be completed by October 1, 2004. DHS has ultimate responsibility for these plans.</p>	Report on Readiness and Availability of AST Teams to EMSA by June 30, 2005.								Participate with DHS and EMSA to plan the Placement of CHEMPACK Caches within the Region. Placement Plans to be completed by October 1, 2004.			

IMPLEMENTATION TIMETABLE AND MILESTONES

The scheduled completion date for each objective and component is shown below.

The scheduled completion date for each objective and completion	
JUN	Participate in the development of Template for Response to Medically Fragile Population and distribute that Template within the Region. To be completed by June 30, 2005.
MAY	Patient Reception Plans Review on going
APR	Patient Reception Plans Review on going
MAR	Patient Reception Plans Review on going
FEB	Patient Reception Plans Review on going
JAN	Patient Reception Plans Review on going
DEC	Patient Reception Plans Review on going
NOV	Patient Reception Plans Review on going
OCT	Patient Reception Plans Review on going
SEP	Patient Reception Plans Review on going
AUG	Patient Reception Plans Review on going
JUL	Patient Reception Plans Review on going
Project Objectives	<p><u>Objective 4.1:</u> Participate with CDHS and EMSA in the development of Template for Response to Medically Fragile Population and distribute that Template within the Region. To be completed by June 30, 2005.</p> <p><u>Objective 4.2:</u> Assist with the Review of NDMS Patient Reception Plans and/or Federal Coordinating Center (FCC) activation plans where applicable within the Region.</p>

JUN	On-going
MAY	On-going
APR	On-going
MAR	On-going
FEB	On-going
JAN	On-going
DEC	On-going
NOV	On-going
OCT	On-going
SEP	On-going
AUG	On-going
JUL	On-going
Project Objectives	<p><u>Objective 5.1:</u> Respond to Requests for Information from EMSA, DHS, OES and Operational Areas in timely manner.</p>

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IMPLEMENTATION TIMETABLE AND MILESTONES

Objective 6: Promote Training, Exercises, Drills and Evaluations in Preparation for Disaster Response.

The scheduled completion date for each objective and component is shown below.

Project Objectives	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL
<u>Objective 6.1:</u> Conduct one Disaster Response Tabletop in the Region by June 30, 2005. <u>Objective 6.2:</u> Conduct Quarterly Communication Drills within the Region and report outcomes on Quarterly Reports. <u>Objective 6.3:</u> Promote Annual Disaster Conference and BootCamp. <u>Objective 6.4:</u> Promote the Annual Statewide Disaster Exercise. Participate in the Planning and Execution Phases and submit written After Action Report by end of Quarter following the Exercise. <u>Objective 6.5:</u> Participate with DHS in one SNS Training or Tabletop in the Region within the Fiscal Year.	Conduct one Disaster Response Tabletop in the Region by June 30, 2005. Participate in SNS Tabletop or Regional Drill by June 30, 2005 COMM DRILL	COMM DRILL			COMM DRILL			COMM DRILL	Promote Statewide Exercise and Statewide Disaster Conference Series	Promote Statewide Exercise and Statewide Disaster Conference Series	COMM DRILL Promote Statewide Exercise and Statewide Disaster Conference Series	Promote Statewide Exercise and Statewide Disaster Conference Series

Los Angeles County EMS Agency
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IMPLEMENTATION TIMETABLE AND MILESTONES

Objective 7: Assist in the Maintenance of Communication and Information for Disaster Planning and Response within the Region.

The scheduled completion date for each objective and component is shown below.

JUN	ANNUAL REPORT DUE AUGUST 30th 2005
MAY	List participation at individual meetings/committees on Quarterly Reports. Provide list specifically by category, and provide date, location, and primary topics/objectives
APR	Participate in RDMHS Meetings and Conference Calls Act as liaison to EMSA and DHS for Medical/Health needs as requested
	Quarterly Report Due April 15th
	List participation at individual meetings/committees on Quarterly Reports. Provide list specifically by category, and provide date, location, and primary topics/objectives
MAR	Participate in RDMHS Meetings and Conference Calls Act as liaison to EMSA and DHS for Medical/Health needs as requested
FEB	Participate in RDMHS Meetings and Conference Calls Act as liaison to EMSA and DHS for Medical/Health needs as requested
JAN	Quarterly Report Due January 15th
	List participation at individual meetings/committees on Quarterly Reports. Provide list specifically by category, and provide date, location, and primary topics/objectives
DEC	Participate in RDMHS Meetings and Conference Calls Act as liaison to EMSA and DHS for Medical/Health needs as requested
NOV	Participate in RDMHS Meetings and Conference Calls Act as liaison to EMSA and DHS for Medical/Health needs as requested
OCT	Quarterly Report Due October 15th
	List participation at individual meetings/committees on Quarterly Reports. Provide list specifically by category, and provide date, location, and primary topics/objectives
SEP	Participate in RDMHS Meetings and Conference Calls Act as liaison to EMSA and DHS for Medical/Health needs as requested
AUG	Participate in RDMHS Meetings and Conference Calls Act as liaison to EMSA and DHS for Medical/Health needs as requested
JUL	Participate in RDMHS Meetings and Conference Calls Act as liaison to EMSA and DHS for Medical/Health needs as requested
Project Objectives	<p><u>Objective 7.1:</u> Conduct Quarterly RDMHC/RDMHS Meetings within the Region and communicate outcomes, projects, progress in Quarterly Reports.</p> <p><u>Objective 7.2:</u> Participate in RDMHS Meetings and Conference Calls as Scheduled by EMSA and DHS.</p> <p><u>Objective 7.3:</u> Act as liaison to EMSA and DHS for Medical/Health needs as requested.</p> <p><u>Objective 7.4:</u> List participation at individual meetings/committees on Quarterly Reports. Provide list specifically by category, and provide date, location, and primary topics/objectives.</p>

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PROJECT EVALUATION

The RDMHS project will be evaluated by a thorough and timely completion of the stated objectives. Project evaluation will be conducted through the reported activities, active involvement in all planning operations and through operational tests, disaster exercises, and operational area audits. The evaluation questions that will be asked are:

- Was the objective completed?
- Was the portion of the objective activity that is attributable to the grant support completed?
- Were the grant objectives found to be relevant to the described project?

Carol (Gunter) Meyer, Director of the LA County EMS Agency will be responsible for the overall RDMHS Project. Contract compliance and coordination will occur through Kay Fruhwirth, Chief, Disaster Management and James Eads, RDMHS. The RDMHS will report on grant status on a regular basis and will provide Operational Area reports, briefings on incidents, and regional quarterly reports.

STATEMENT OF INTENT

The Los Angeles County Department of Health Services will continue overall direction and support for the RDMHC as long as funding for one Full-time Employee (FTE) at the level of Senior Disaster Services Analyst (RDMHS) can be provided by the EMSA

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ATTACHMENT B

BUDGET CATEGORIES

Budget Categories	Contract Funds	In-Kind	Total
Personnel	\$73,286.00	\$36,166.00	\$109,452.00
Fringe (32%)	\$23,452.00	\$11,464.00	\$34,916.00
Materials & Supplies	\$3,800.00	\$1,000.00	\$4,800.00
Memberships, subscriptions Professional Activities	\$5,250.00		5,250.00
Travel			
In-State	\$9,321.00	\$163.00	\$9,484.00
Out-of-State	\$4,225.00		\$4,225.00
TOTAL	\$119,334.00	\$48,793.00	\$168,127.00

BUDGET DETAIL/NARRATIVE

Personnel: \$73,286.00

The L.A. County EMS Agency has received funds from the California EMS Authority over the past nine years for this project. These funds have been used to directly support one Senior Disaster Services Analyst. James W. Eads currently serves as the OES Region 1 Disaster Medical and Health Specialist (RDMHS-1). The requested funds will ensure that he will continue in this position.

Sr. Disaster Services Analyst (1.0 FTE) 40 hours @ 36.15/hr - \$38.16 = \$69,415.68 - \$73,286.00 annually.

In-Kind Funds:

Carol (Gunter).Meyer, Acting Director, 1.0 @ 5%	2 hours/wk @ \$4,149.00 yr.
Kay Fruhwirth, Chief Disaster Mgmnt., 1.0 @ 15%	6 hours/wk @ \$11,030.00 yr.
John Celentano, Disaster Medical Ofcr., 1.0 @ 10%	4 hours/wk @ \$8,719.00 yr.
Larry Smith, Disaster Med Coord. 1.0 @ 10%	4 hours/wk @ \$5,518.00 yr.
Peggy Matthews, Disaster Grants Coord. 1.0 @ 10%	4 hours/wk @ \$4,384.00 yr.

Fringe Benefits*: \$23,452.00

Retirement	11.65%
Health	1.27%
Megaflex	5.84%
Pensions and Savings	0.03%
Workers Compensation	1.69%
Miscellaneous Other	11.52%

**Fringe benefits are calculated at 32% of salary and described below*

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Materials and Supplies: \$3,800.00

Office materials & supplies for this project include computer upgrade \$1,500.00, fax machine \$1000.00, printer \$1000.00, \$300.00 for printer supplies plus miscellaneous materials for SNS development objective #1.2-1.4.

In-Kind: \$1,000.00

Mailing, stationary, business cards, communications: cell phone, pager, fixed phone lines, and other related costs will be covered in part by an in kind contribution from LA County totaling \$1000. Additional funding will be used to offset costs for the region as well as mileage difference not covered by State.

Memberships, Subscriptions and Professional Activities: \$5,250.00

This contract period will offer additional professional activities to support the development of disaster medical health cadre within OES Mutual Aid Region I. This will occur through educational conferences. The conferences registration, travel, lodging and per diem will be offered to 5 individuals (1 person in each operational within Region I). There are In-State and Out-of-State travel for these conferences.

Conferences include:

- National Disaster Medical System Conference Registration \$300.00 each x 5= \$1,500.00
- Disaster Resistant California Conference \$300.00 each x 5= \$1,500.00
- California EMS Disaster Conference \$150.00 each x 5=\$750.00
- California sponsored Terrorism Course in Sacramento \$300.00 each x 5= \$1,500.00

Travel-In-State: \$9,321.00, (In-Kind \$163.00)

In-State travel funds are allocated for travel to the EMSA Authority in Sacramento for quarterly meetings, Statewide Disaster Exercise Planning Committee meetings, Regional Quarterly meetings in Region 1 and 6, Mutual Aid Regional Advisory Committee (MARAC) meetings, Operational Area disaster committee meetings, functional and table top exercise observation and assistance. Travel related to MMRS program development and other projects related to disaster medical and health program, and travel to in-state conferences related to professional activities.

In addition, in-state travel includes driving mileage for providing assistance to Region 1 Operational Area agencies, various disaster planning, response and recovery training courses and the State EMS Annual Statewide Conference. Travel will be reimbursed in accordance with California State travel regulations. In-Kind funds will cover reimbursement beyond the California State travel regulations.

*estimated costs based on allowable reimbursement

Quarterly RDMHC Meetings in Sacramento @ \$220 x 4 = \$880.00, + \$6 parking x 4 = \$24.00, + \$26.00 shuttle x 4 = \$104, + per diem \$6.00 x 4 = \$24.00. Total = \$1,032.00.

Monthly Disaster Exercise Planning Sacramento @ \$220 x 12 months = \$2,640.00, + \$6 parking x 12 = \$72.00, + \$26.00 shuttle x 12 = \$312.00, + per diem \$6.00 x 12 = \$72.00. Total = \$3,096.00

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California Anti-Terrorism Course in Sacramento: Includes - Hotel \$95.00/night x 5 nights x 5 people = \$2,375.00, Flight \$200.00 x 5 people = \$1,000, Per Diem (Capital City) @ \$40.00/day x 5 days x 5 people = \$1,000.00, Total = \$4,375.00

Car Mileage @ .34/mi x 2885 = \$981.00

Travel Out of State \$4,225.00

The RDMHS grant will cover out of state travel and allowable expenses for 5 people representing each of the 5 operational areas (counties) in Region I to attend the Annual National Disaster Medical System Conference (location to be determined) estimated costs are:

Air Travel \$400 round trip x 5 people = \$2,000.00

Hotel-4 days/3 nights \$95.00 per night x 3 nights x 5 people = \$1,425.00

Per Diem \$40.00/day x 4 days x 5 people = \$800.00

All travel will be in accordance with Department of Personnel Administration (DPA) rates.

*estimated costs based on allowable reimbursement

Indirect/Administrative Costs: Administrative costs are to include financial and administrative management and general utilities necessary to complete the project. The Los Angeles County Department of Health Services, Emergency Medical Services Agency assumes fiscal responsibility for the above named administrative costs.